



WILLIAM T FUJIOKA  
Chief Executive Officer

# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

February 21, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

15 February 21, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

**APPROVE THE GRANT OF A LICENSE TO T-MOBILE WEST CORPORATION  
FOR EXISTING WIRELESS TELECOMMUNICATIONS FACILITIES IN THE  
WEST CHATSWORTH / CANOGA PARK UNINCORPORATED AREA  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of these recommendations will grant a "Telecommunications Site License" to T-Mobile West Corporation for an existing wireless telecommunications facilities installed on a parcel of vacant land owned by the County of Los Angeles located at 23749 Box Canyon Road in the West Chatsworth / Canoga Park unincorporated area.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the grant of a Telecommunications Site License to T-Mobile West Corporation for an existing wireless telecommunications monopole with three panel antennas and five equipment cabinets installed on a parcel of vacant land owned by the County of Los Angeles located at 23749 Box Canyon Road in the West Chatsworth / Canoga Park unincorporated area is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only**

2. Find that the granting of a Telecommunications Site License to T-Mobile West Corporation on this vacant parcel of land will not interfere with the use of the land by the County of Los Angeles as the land is surplus to its needs.
3. Approve and instruct the Chairman to execute the Telecommunications Site License for an initial term of five years and two optional terms of an additional five years each, commencing on the first day of the month following the date that the License is fully executed by your Board.
4. Authorize the Chief Executive Officer to suspend, terminate, or assign the Telecommunications Site License, if deemed necessary, in accordance with the terms and conditions contained therein, and to take all further actions and to execute all other documents necessary or appropriate to complete the transaction or administer the agreement, after approval of such actions and/or documents by County Counsel.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The purpose of the recommended actions is for your Board to approve and instruct the Chairman to execute five originals of the accompanying Telecommunications Site License (License), granting a License for T-Mobile West Corporation, a Delaware corporation (T-Mobile), to maintain and operate an existing wireless telecommunications monopole (approximately 52' high) consisting of three panel antennas and five equipment cabinets (collectively, Facilities), currently owned and operated by T-Mobile installed on a parcel of vacant County-owned land located at 23749 Box Canyon Road in the West Chatsworth / Canoga Park unincorporated area of the County (the Property).

#### **Implementation of Strategic Plan Goals**

The County's Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize and support timely delivery of efficient public services. Your Board's approval of the License allowing T-Mobile to continue to maintain and operate these existing Facilities on the Property is consistent with this goal.

#### **FISCAL IMPACT/FINANCING**

T-Mobile has paid the County a one-time fee of \$5,000 to process the approval of the License, and will pay the County a monthly fee of \$1,000 per month based upon a survey of the rates being charged for telecommunications sites with similar monopole facilities. The monthly fee will be increased annually for inflation at a constant rate of 3 percent each calendar year beginning on March 1, 2013.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On January 16, 2000, the County's Department of Regional Planning (DRP) granted a ten-year Conditional Use Permit (CUP) to Pacific Bell Wireless, LLC, a Nevada limited liability company (Pac-Bell), setting forth DRP's conditions for approval of the installation and operation of the Facilities on the Property (CUP Case No. 00-124-05).

On February 1, 2000, this office issued License COL-366 to Pac-Bell for the installation, maintenance, and operation of the Facilities on the Property for a term of ten years.

Upon request in 2009, T-Mobile provided the County copies of the official documents that verified the Facilities maintained under License COL-366 were now owned, maintained, and operated by T-Mobile, a wholly subsidiary of T-Mobile USA, Inc., a Delaware corporation. This change in the Licensee occurred through an amendment to the Pac-Bell Articles of Organization filed in February 2005, which changed the company name from Pac-Bell to TMO CA/NV, LLC, a Nevada limited liability company, and a subsequent Certificate of Merger filed in June 2009 whereby TMO CA/NV, LLC merged with and into T-Mobile.

Although Pac-Bell's License COL-366 expired January 15, 2010 while County DRP was processing T-Mobile's application for renewal of the required CUP, License COL-366 continued on a holdover basis upon the same terms, conditions, and monthly payments.

T-Mobile's application for renewal of the required CUP was approved by DRP's Planning and Zoning Commission on September 20, 2011 (CUP Case No. 201000106), and upon expiration of the required 14-day waiting period, became effective October 4, 2011. T-Mobile has agreed to the terms and conditions set forth in the accompanying License that has been reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The CEO has concluded that this project is categorically exempt from California Environmental Quality Act (CEQA) pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

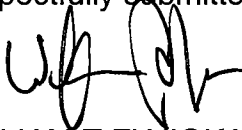
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the T-Mobile License will maintain an existing revenue stream for the County while improving the range of T-Mobile's wireless communications in the West Chatsworth / Canoga Park unincorporated area.

**CONCLUSION**

Instruct the Executive Officer, Board of Supervisors, to forward a conformed copy of this approved recommendation and three of the two executed original Licenses Attention: Mr. Steve Graham, Vice President of Operations, BMS Communications, Inc., 4133 Guardian Street, Simi Valley, California 93063, and forward a conformed copy of this approved recommendation, and two of the two executed original Licenses to the Chief Executive Office, Real Estate Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', written over a horizontal line.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:RLR  
CMM:RB:ls

c: Executive Office, Board of Supervisors  
County Counsel

## TELECOMMUNICATIONS SITE LICENSE

**THIS LICENSE AGREEMENT ("License")**, is made and entered into in duplicate originals this 21st day of February, 2012,

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "**County**";

**AND**

**T-MOBILE WEST CORPORATION**, a Delaware corporation, hereinafter referred to as "**Licensee**";

### RECITALS:

**WHEREAS**, County is the owner of certain real property located in the West Chatsworth / Canoga Park unincorporated area of the County of Los Angeles, State of California; and

**WHEREAS**, Licensee desires to use on a nonexclusive basis a portion of said real property in order to allow Licensee to continue to use, maintain and operate existing wireless telecommunications facilities described hereinbelow; and

**WHEREAS**, Licensee is willing to exercise this grant of License in accordance with the terms and conditions set forth herein; and

**WHEREAS**, County finds that the real property is surplus to its needs and the granting of this License is compatible with and will not otherwise interfere with the use of the real property by the County; and

**NOW THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises, covenants, terms, conditions and agreements contained herein, County and Licensee (collectively the "**parties**" or singularly a "**party**") and each of them do agree as follows:

### 1. PROPERTY AND AUTHORIZED USE:

1.01 County hereby grants this License to Licensee, and Licensee hereby agrees to the terms and conditions set forth herein, for the use of County's real property located at the southeast corner of the intersection of Box Canyon Road (a dedicated public road), and Chaparral Road (a private road), in the West Chatsworth / Canoga Park unincorporated area of said County (APN: 2006-031-902), more fully described on the **Exhibit "A"** Legal Description attached hereto and made a part hereof by this reference (the "**Property**").

1.02 Licensee, pursuant to the terms and conditions of this License, shall have nonexclusive use of the Property in such a manner that will not unreasonably disturb or interfere with the use of the Property by County.

1.03 Licensee shall have use a portion of the Property as depicted and delineated in detail on the **Exhibit "B"** attached hereto and made a portion hereof by this reference, upon which Licensee has installed, and desires to continue to use, maintain and operate, at Licensee's sole risk and expense, a wireless telecommunications antenna structure, consisting of a maximum of one (1) wooden pole, approximately fifty-two feet (52') in height (the "**Monopole**"), upon which are mounted three (3) panel antennas and five (5) equipment cabinets installed on the Monopole, together with two (2) electric meter pedestals installed near the base of the Monopole, including all conduits, cables, wires, fixtures, footings and related equipment (collectively, the "**Equipment**"), necessary for Licensee to maintain and operate the Monopole and the Equipment, and for other incidental purposes as are related thereto, and for no other purposes (collectively, the "**Authorized Operations**").

1.04 Licensee shall make no alterations to the Property, nor build or construct any additional structural improvements on the Property, other than the existing Monopole and Equipment set forth above, unless written approval is first obtained from the County, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, Licensee shall not be required to obtain County's approval for routine maintenance and replacement of equipment with substantially similar equipment, provided that Licensee use any additional space at the Premises, provided however, any such routine maintenance and replacement of equipment with substantially similar equipment shall at all times remain in compliance with the "Conditions of Approval" made a part of the Conditional Use Permit issued to Licensee by the County's Department of Regional Planning (Case No. 201000106).

1.05 Licensee acknowledges personal inspection of the Property and the surrounding area and has evaluated the extent to which the physical condition thereof will affect this License. Licensee accepts the Property in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee is aware that all or a portion of the Property is located within, and/or potentially encumbered by, certain undeveloped private streets, lying on, over and across the Property, as shown on the Licensed Survey Map and Record of Survey No. 025-028 filed March 26, 1928, in the Records of Survey of said County, known and commonly referred to as the "Chatsworth Lake Manor Annex" subdivision, and Licensee accepts the Property subject to said conditions.

1.07 In the event of any future County project to widen Box Canyon Road or any future need for the use of the above-referenced private streets by County or other owner(s) of lots within said Chatsworth Lake Manor Annex subdivision, Licensee agrees to relocate the Monopole and Equipment at the sole risk and expense of Licensee, within one hundred eighty (180) days of receipt of written notice from County, as set forth herein, without a claim for relocation benefits and without the need for any other affirmative action on the part of the County, and/or said private owner(s), to assert any right in the Property.

1.08 Licensee acknowledges the title of County and/or any other public agencies or private corporations having jurisdiction thereover, and the rights of interest of all private parties, in and to the Property, and Licensee covenants and agrees never to assail, contest or resist any such agencies' or corporations' interest therein.

## 2. TERM

2.01 The initial term of this License (the "**Initial Term**") shall be for a period of five (5) years commencing on the first day of the month following the date that this License is fully executed by the County (the "**Commencement Date**"), and shall expire five (5) years thereafter.

2.02 This License shall be automatically renewed for two (2) optional terms of five (5) years each (the "**Optional Terms**"), unless Licensee provides, at least ninety (90) days prior to the expiration of the Initial Term, or at least ninety (90) days prior to the expiration of the 2nd Optional Term, as appropriate, written notice to County, as set forth herein, of Licensee's intention not to exercise either of the Optional Terms.

2.03 Notwithstanding the foregoing, either Party may terminate this License at any time by providing the other Party written notice, as set forth herein, at least one hundred eighty (180) days in advance of such termination.

## 3. TERMINATION

County reserves the right to terminate this License should default be made by Licensee in any of the terms and conditions contained herein, and Licensee fails to cure such default within thirty (30) days after receipt of written notice thereof from County, as set forth herein; provided however, that if the default reasonably takes more than thirty (30) days to cure, Licensee shall not be in default so long as the cure is commenced within said thirty (30)-day period and is diligently prosecuted to completion by Licensee; provided however, in the case of an emergency affecting the public health, safety or welfare, or the preservation of life or property, Licensee and/or Licensee's Agents shall undertake the cure of any such default immediately and diligently prosecute said cure until completion.

#### 4. CONSIDERATION

4.01 As consideration for the use of the Property licensed herein, Licensee shall pay County a one-time License processing fee in the sum of Five Thousand Dollars (**\$5,000**), in lawful money of the United States, due and payable to County by Licensee on or before the Commencement Date of this License by County.

4.02 As additional consideration for the use of the Property, Licensee shall pay monthly License payments to County, which initially shall be One Thousand Dollars (**\$1,000**) per month subject to adjustment as set forth herein, payable to the County of Los Angeles in lawful money of the United States, paid in advance on or before the first day of each month, by check, or draft, or automated clearinghouse credit (no wire transfers), or mailed in a sealed envelope, with postage paid, addressed to the party for whom intended, and deposited in a post office, substation, sub post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, or deposited with an overnight carrier, or otherwise delivered to County as follows, and shall become effective upon receipt by the party for whom intended as set forth below:

**PAYMENTS & TRANSMITTAL TO:**

County of Los Angeles  
Auditor-Controller  
Administrative Services  
500 West Temple Street, Room 410  
Los Angeles, California 90012  
Attn: Franchise/Concessions Section  
Phone: (213) 974-7912  
Facsimile: (213) 617-8106

**COPY OF CHECK & TRANSMITTAL TO:**

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, California 90012  
Attn: Rent/Budget Section  
Phone: (213) 974-4298  
Facsimile: (213) 217-4971

or to such other place or places as Licensee may hereinafter be instructed in writing by County from time to time to use.

4.03 Checks to the County shall have identification data on the check, including the License number, the site name (Box Canyon Road) and the payment period.

4.04 Commencing on March 1, 2013, and on March 1st for each successive calendar-year period during the Initial Term and the Optional Terms of this License, the monthly License payment set forth hereinabove shall be adjusted upward in the amount of three percent (3%) annually, rounded to the nearest one (1) dollar as follows:



**INITIAL TERM PAYMENTS:**

Commencement Date is Mar. 1, 2012

Year 1: Mar. 1, 2012 to Jan. 31, 2013

Payment: \$1,000.00 per month

Year 2: Mar. 1, 2013 to Jan. 31, 2014

Payment: \$1,030.00 per month

Year 3: Mar. 1, 2014 to Jan. 31, 2015

Payment: \$1,061.00 1 per month

Year 4: Mar. 1, 2015 to Jan. 31, 2016

Payment: \$1,093.00 per month

Year 5: Mar. 1, 2016 to Jan. 31, 2017

Payment: \$1,126.00 per month

**1ST OPTIONAL TERM PAYMENTS:**

Year 6: Mar. 1, 2017 to Dec. 31, 2018

Payment: \$1,159.00 per month

Year 7: Mar. 1, 2018 to Dec. 31, 2019

Payment: \$1,194.00 per month

Year 8: Mar. 1, 2019 to Jan. 31, 2020

Payment: \$1,230.00 per month

Year 9: Mar. 1, 2020 to Jan. 31, 2021

Payment: \$1,267.00 per month

Year 10: Mar. 1, 2021 to Jan. 31, 2022

Payment: \$1,305.00 per month

**2ND OPTIONAL TERM PAYMENTS:**

Year 11: Mar. 1, 2022 to Jan. 31, 2023

Payment: \$1,344.00 per month

Year 12: Mar. 1, 2023 to Jan. 31, 2024

Payment: \$1,384.00 per month

Year 13: Mar. 1, 2024 to Jan. 31, 2025

Payment: \$1,426.00 per month

Year 14: Mar. 1, 2025 to Jan. 31, 2026

Payment: \$1,469.00 per month

Year 15: Mar. 1, 2026 to Jan. 31, 2027

Payment: \$1,513.00 per month

4.05 If payment is not received by postmark no later than 15 days after the due date, a late charge of five percent (5%) of the balance shall be assessed. Said late charge and the delinquent amount due shall be payable immediately but no later than the time the next month's payment is due. If said delinquent payment remains unpaid, additional late charges of five percent (5%) of the balance shall continue to be assessed every 15 days thereafter until payment is received.

**5. TAXES**

5.01 Licensee acknowledges the rights granted by this License to occupy the Property may create a possessory interest subject to taxation and/or assessment thereon. In such event, Licensee shall pay before delinquency, all taxes or assessments that at any time may be levied by Federal, State, County, or any other tax or assessment-levying body upon the Property and any improvements or fixtures located thereon.

5.02 If Licensee fails to pay any lawful taxes or assessments upon the Property, which Licensee is obligated to pay, Licensee will be in default of this License.

## 6. INDEMNIFICATION

Licensee agrees to indemnify, defend, save and hold harmless the County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "**County's Agents**"), from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's and Licensee's employees, agents, servants, receivers, invitees, guests, contractors and subcontractors (collectively, "**Licensee's Agents**") performance of the Authorized Operations on and/or use of the Property, and the attraction caused by said Authorized Operations on and/or use of the Property which attracts third parties and members of the general public to the Property, including, without limitation, any Worker's Compensation suit, liability, or expense, arising from or connected with the Operations and/or other activities performed on behalf of Licensee by any person pursuant to this License, except to the extent arising from the negligence or misconduct of County or County's Agents. County agrees to indemnify, defend, save and hold harmless the Licensee, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or misconduct of County or County's Agents. Each party's obligations pursuant to the foregoing indemnities shall survive the expiration or termination of this License.

## 7. INSURANCE

7.01 Coverage Requirements. Without limiting Licensee's indemnification of the County, and during either the Initial Term or the Optional Terms of this License, Licensee and Licensee's Agents shall provide and maintain at their own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to County, shall be endorsed naming County and County's Agents as additional insureds, and shall be primary to and not contributing with any insurance or self insurance maintained by County.

7.02 Commercial General Liability. A policy or policies of commercial general liability insurance written on a commercial general liability form (ISO policy form CG00 01, or its equivalent, unless otherwise approved by County), covering the hazards of premises/operations, owner's and contractor's protective insurance (during construction), fire legal liability coverage, and contractual, independent contractors, explosion, collapse, underground damage, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence for Licensee and Licensee's Agents.

(a) If the policy is written with an annual aggregate limit, the policy limit shall not be less than five million dollars (\$5,000,000) annual aggregate.

(b) If written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following the expiration, termination or cancellation of this License.

7.03 Comprehensive Auto Liability insurance. A policy of Comprehensive Auto Liability insurance (written on ISO policy form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for Licensee and Licensee's Agents.

7.04 Workers' Compensation. A program of Workers' Compensation insurance, in an amount and form to meet all applicable requirements of the Labor Code of the State of California and the Federal U.S. Longshoreman and Harbor Worker Compensation Act, Jones Act, or any other federal law to which the Licensee is subject, for Licensee, and all persons for Licensee and Licensee's Agents are legally required to cover, including in all cases, Employer's Liability with coverage of not less than:

- (a) Each accident: one million dollars (\$1,000,000);
- (b) Disease-policy limit: one million dollars (\$1,000,000);
- (c) Disease-each employee: one million dollars (\$1,000,000).

7.05 Insurer Financial Ratings. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

7.06 Evidence of Insurance. Certificates or other evidence of coverage shall be delivered to the Chief Executive Office, Real Estate Division, electronically by email attachment to [rball@ceo.lacounty.gov](mailto:rball@ceo.lacounty.gov), or such delivery method as County may require Licensee from time to time to use, and shall specifically identify this License and contain the express condition that County is to be given written notice at least thirty (30) days in advance of any modification, cancellation or termination of any program of insurance.

7.07 Notification of Incidents, Claims or Suits. Licensee shall report to County any accident or incident relating to the Authorized Operations performed under this License which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Licensee, Licensee's Agents and/or County. Such report shall be made in writing within 72 hours of Licensee's and/or Licensee's Agents knowledge of such occurrence. Licensee agrees to release County and County's agents and waive its rights of recovery against them under the insurance policies specified in this License.

7.08 Failure to Procure Insurance. Failure on the part of Licensee and/or Licensee's Agents to procure or maintain the required programs of insurance or to provide evidence of insurance coverage acceptable to County shall constitute a material breach of the terms of this License upon which County may immediately terminate the License or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Licensee to County upon demand, including the County's costs of overhead at the then-current rate.

7.09 Compensation for County Costs. In the event that Licensee and/or Licensee's Agents fail to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee and/or Licensee's Agents shall pay full compensation for all reasonable costs incurred by County.

## **8. NOTICES**

Except for electronic delivery methods as the County may direct the Licensee from time to time to use, notices desired or required to be given by this License or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope, Registered Mail, Return Receipt Requested, or overnight carrier, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. Post Office or any substation thereof, or any public letter box, or with an overnight carrier, follows, or such other place or places as may be designated in writing between the parties:

### **TO LICENSEE:**

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attention: PCS Lease Administrator/  
SV00633A  
Phone: (877) 373-0093  
Facsimile: (425) 383-5020

### **WITH COPY TO:**

T-Mobile West Corporation  
2008 McGaw Avenue  
Irvine, CA 92664  
Attention: Lease Administration  
Manager SV00633A  
Phone: (877) 373-0093  
Facsimile: (425) 383-5020

### **TO COUNTY:**

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, California 90012  
Attention: Manager, Property Mgt.  
Phone: (213) 974-4200  
Facsimile: (213) 217-4971

### **WITH COPY TO:**

County of Los Angeles  
Office of the County Counsel  
Property Division  
500 West Temple Street, 6th Floor  
Los Angeles, CA 90012  
Attention: Asst. County Counsel  
Phone: (213) 974-1932  
Facsimile: (213) 687-7337

## **9. OPERATIONAL RESPONSIBILITIES**

9.01 Compliance with Law. Licensee shall conform to and abide by all Municipal and County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable to Licensee's use of the Property; and where permits and/or licenses are required, the same must be first obtained from the regulatory agency having jurisdiction thereover;

9.02 Signs. Licensee shall not post signs or advertising matter upon the Property or improvements thereon unless prior approval thereof is obtained from County, whose approval shall not be unreasonably withheld.

9.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted to be brought onto, stored, or remain on the Property, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges that may be made for the removal thereof.

9.04 Security Devices. Under no circumstances shall County be responsible for providing security for all Authorized Operations on the Property pursuant to this License.

9.05 Maintenance. Licensee shall be responsible for maintaining the Property in a clean and sanitary condition to the satisfaction of County. Should Licensee fail to maintain the Property in a clean and sanitary condition, County may perform the work and Licensee shall pay the cost.

9.06 Utilities. Electrical power is available to the Property. Licensee shall be responsible for connection or use of such service necessary for the Authorized Operations at Licensee's sole cost. Licensee waives any and all claims against County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility/security system or electrical/telephone apparatus or wires serving the Property.

9.07 Examination of the Property. Licensee agrees to permit County's authorized agents free access to the Property at all times for the purpose of inspection and/or for making emergency improvements or repairs to the Property, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code, or to interrupt or terminate Licensee's transmission(s) from the Property.

9.08 Interference. Licensee shall be responsible for the electromagnetic compatibility of the Mono-pole and Equipment with any future equipment installed at the Property, which shall not conflict with any other transmission or reception, and Licensee shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. All equipment of Licensee shall be clearly identified with Licensee's name, address, telephone number, F.C.C. license and frequencies in use, and attached to Licensee's equipment in plain view.

9.09 Conduct on the Property. Licensee shall conduct the Authorized Operations in a courteous and non-profane manner without unreasonably interfering with the County's use of the Licensed Area, except as authorized herein, and remove any of Licensee's Agents who fail to conduct the Authorized Operations in said manner.

9.10 Remedial Action. Should Licensee be unable or unwilling to respond to County's request to take remedial action to correct any deficiency in Licensee's operational responsibilities on the Property after notice to Licensee and a reasonable opportunity to cure, Licensee shall upon written request reimburse County for County's costs and expenses to correct any such deficiency, together with the County's costs of overhead for such reimbursable work.

## **10. ASSIGNMENT**

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer upon or vest in Licensee any title, interest, or estate in the Property or any part thereof, and therefore, Licensee shall not assign or transfer the rights conferred by the License, or any portion thereof, without first obtaining written approval from County's Chief Executive Office, Director of Real Estate Division (the "**Director**"), which shall not be unreasonably withheld, conditioned or delayed. In the event Licensee shall attempt to assign or transfer the rights conferred by the License, in whole or in part, without first obtaining written consent from the Director, all rights hereunder shall immediately terminate. Notwithstanding the foregoing, Licensee shall have the right to assign or otherwise transfer this License upon written notice to County to any entity which is a parent, subsidiary, or affiliate of Licensee or Licensee's parent.

## **11. AUTHORITY TO STOP**

In the event that an authorized representative of the County finds that any activities being performed on the Property by Licensee unnecessarily endanger the health or safety of persons on the Property or near said Property, the representative may require that this Licensee's use of the Property immediately be put on hold until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.

## **12. DEFAULT**

Licensee agrees that if default shall be made in any of the covenants, terms, conditions and obligations contained herein to be kept by Licensee, and Licensee fails to cure said default within thirty (30) days after written notice is provided by County, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity; provided however, that if the cure reasonably will take more than thirty (30) days to cure, Licensee shall not be in default so long as the cure is commenced within said thirty (30)-day period and Licensee diligently prosecutes it to completion.

### **13. WAIVER**

13.01 Any waiver by the County of any breach by Licensee of any one or more of the covenants, terms, conditions, obligations or agreements herein shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenants, terms, conditions, obligations or agreements herein, nor shall failure on the part of the County to require from Licensee exact, full and complete compliance with any of the covenants, terms, conditions, obligations or agreements herein be construed as in any manner changing the covenants, terms, conditions, obligations or agreements of this License or estopping the County from enforcing the full provisions thereof.

13.02 No option, right, power, remedy, or privilege of the County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the County shall be cumulative.

### **14. SURRENDER**

14.01 Upon expiration, cancellation or termination of this License, as provided herein, Licensee and/or Licensee's Agents shall sixty (60) days peaceably vacate the Property, remove all rubbish, debris, personal property and improvements, including the Mono-pole and Equipment, and deliver the Property to County in as near the condition as practicable, within of any expiration, termination or cancellation of this License.

14.02 If Licensee does not within sixty (60) days peaceably vacate the Property and perform the removal as provided hereinabove, County may, but shall not be required to, remove Licensee's Mono-pole and Equipment at Licensee's expense. Licensee shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for a removal or personal or real property.

14.03 County shall incur no liability for any damage to Licensee's equipment during removal or storage. If Licensee does not claim its equipment within thirty (30) days of the expiration, termination or cancellation of this License such equipment shall become the property of County.

### **15. INDEPENDENT STATUS**

This License is by and between County and Licensee and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of Licensee pursuant to this License.

## **16. NONDISCRIMINATION**

Licensee certifies and agrees that all persons employed by Licensee and/or by the Licensee's Agents, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

## **17. LOBBYIST**

Licensee and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensee or any County lobbyist or County lobbying firm retained by Licensee to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License, upon which County may immediately terminate or suspend this License.

## **18. SOLICITATION OF CONSIDERATION**

18.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from Licensee with the implication, suggestion or statement that the Licensee's provision of consideration may secure more favorable treatment for the Licensee in the award of the License or that the Licensee's failure to provide such consideration may negatively affect the County's consideration of the Licensee's submission. Licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

18.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

## **19. CONFLICT OF INTEREST**

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by Licensee herein, or have any other direct or indirect financial interest resulting from this License.



## **20. INELIGIBILITY FOR RELOCATION ASSISTANCE**

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License, or under any future easement and/or right-of-way the County may confer upon Licensee.

## **21. AUTHENTIC SIGNATORY**

The individual executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate Licensee to the terms and conditions in this License. Licensee shall sign two originals of this License and return them to County's Chief Executive Office, Real Estate Division for approval. Upon approval, a signed original will be mailed to Licensee.

## **22. INTERPRETATION**

Unless the context of this License clearly requires otherwise, the plural and singular numbers shall be deemed to include the other, the masculine, feminine and neuter genders shall be deemed to include the others, "or" is not exclusive, and "includes" and "including" are not limiting.

## **23. GOVERNING LAW AND FORUM**

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with regard to this License shall be conducted in the courts of the County of Los Angeles, State of California.

## **24. ENTIRE AGREEMENT**

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

## **25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

END OF TERMS

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this License to be executed on its behalf by the Chair of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, on the day, month and year first written above.

LICENSEE:

T-MOBILE WEST CORPORATION,  
a Delaware corporation

By: 

Martha Ventura

Director, Network Engineering & Ops

Printed Name

1/26/12  
Title

Approved as to Form  
Carolyn Smith



ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the  
Board of Supervisors

COUNTY OF LOS ANGELES

By:   
Deputy

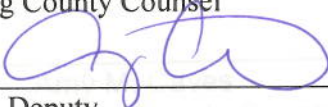
By:   
Zev Yaroslavsky  
Chair, Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN F. KRATTLI  
Acting County Counsel

By:   
Deputy

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By:   
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

15

FEB 21 2012

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

77732

# EXHIBIT "A"

THAT LAND LYING IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE LAND DESCRIBED IN COUNTY OF LOS ANGELES TAX DEED RECORDED AS DOCUMENT NUMBER 3269 IN BOOK 41995, PAGE 365 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 33, 34 AND 35 OF BLOCK 20 OF LICENSED SURVEYOR'S MAP RECORDED IN BOOK 25, PAGE 28 OF LICENSED SURVEYORS RECORDS OF LOS ANGELES COUNTY, LYING EAST OF THE WEST LINE OF LOT 6 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 17 WEST.

SHOWN ON EXHIBIT "B", BY THIS REFERENCE MADE A PART HEREOF.

THIS DOCUMENT, CONSISTING OF 2 SHEETS, WAS MADE BY ME OR UNDER MY DIRECTION.

SIGNED

BERT HAZE, PLS 7211

DATE

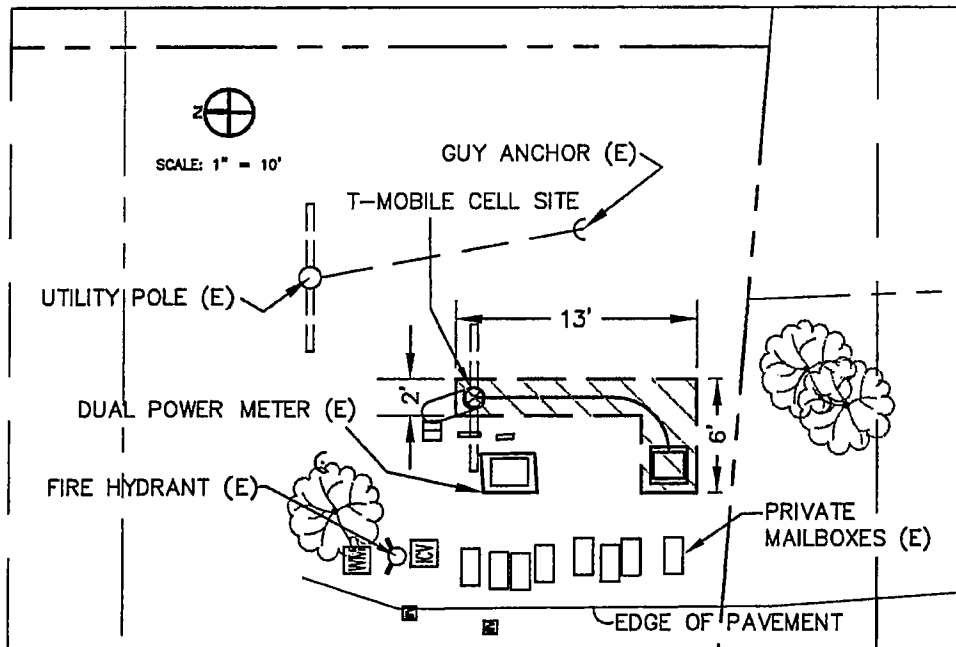
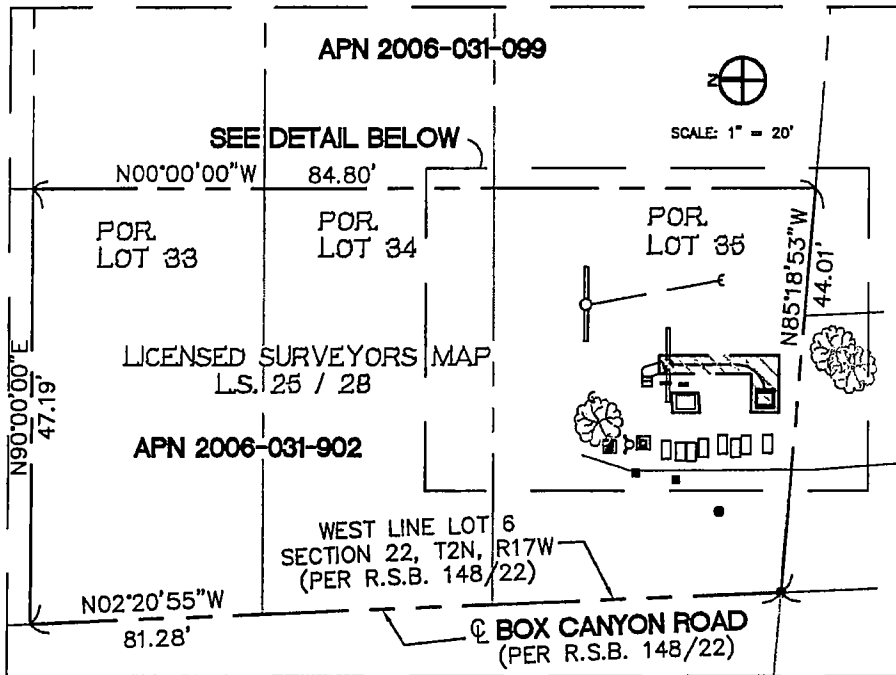
11/02/11



1	ISSUED FOR REVIEW	11/02/11	JA
REV. #	DESCRIPTION	DATE	BY

<b>LICENSE EXHIBIT</b>  SV00633A BOX CANYON  23751 BOX CANYON ROAD CHATSWORTH, CA	PREPARED FOR:  <b>T Mobile</b> Stick Together  4100 GUARDIAN STREET, SUITE 101 SIMI VALLEY, CA 93063	PREPARED BY:  <b>BERT HAZE</b> AND ASSOCIATES LAND SURVEYING & MAPPING 3188 AIRWAY AVE., SUITE K-1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	SHEET  1 OF 2 SHEETS  DRAWN: 11/02/11 BY: JA CHECKED: CWW/BH JN. 717.158
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# EXHIBIT "B"



## BASIS OF BEARINGS:

THE CENTERLINE OF BOX CANYON ROAD BEING NORTH  
02°20'55" WEST PER RECORD OF SURVEY, R.S.B. 148/22,  
RECORDS OF LOS ANGELES COUNTY.



## LICENSE EXHIBIT

SV00633A  
BOX CANYON

23751 BOX CANYON ROAD  
CHATSWORTH, CA

## PREPARED FOR:

**T-Mobile**  
Stick Together

4100 GUARDIAN STREET, SUITE 101  
SIMI VALLEY, CA 93063

## PREPARED BY:

**BERT HAZE**  
AND ASSOCIATES  
LAND SURVEYING & MAPPING

3188 AIRWAY AVE., SUITE K-1  
COSTA MESA, CALIFORNIA 92626  
714 557-1567 OFFICE  
714 557-1568 FAX

## SHEET

2

OF 2 SHEETS

DRAWN: 11/02/11

BY: JA

CHECKED: CWW/BH

JN. 717.158